

BEFORE THE
ILLINOIS COMMERCE COMMISSION

In the Matter of the Petition of)
SCC Communications Corp.)
for Arbitration Pursuant to Section 252(b)) Docket No. 00-0769
of the Telecommunications Act of 1996)
to Establish an Interconnection Agreement)
with SBC Communications, Inc.)

WITNESSES
Date 2/5/01 By [Signature] [Signature]

VERIFIED STATEMENT

OF

DANIEL L. COLIN

ON BEHALF OF

AMERITECH ILLINOIS

DATED: JANUARY 4, 2001

VERIFIED STATEMENT

OF

DANIEL L. COLIN

Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.

A. My name is Daniel L. Colin, and I am employed by Ameritech Services, Inc. as an Associate Director of Wholesale Marketing. My business address is 350 N. Orleans, Fl. 3, Chicago, IL. 60654.

Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?

A. I have a Bachelor of Arts degree from National Louis University in Behavior Modification and a Masters of Arts degree from Western Illinois University in Law Enforcement Administration.

Q. PLEASE OUTLINE YOUR WORK EXPERIENCE.

A. My career began in law enforcement, where I served for twenty (20) years. I came to work for Ameritech in February 1997. My initial assignment was in Corporate Security in the Special Crimes Unit, where the main focus was white-collar crime and major fraud investigations. In September 2000, I was transferred and promoted to my current position, where my duties include researching, formulating, and communicating SBC's position regarding Advanced Services products used by Competitive Local Exchange Carriers (CLECs). This responsibility covers all thirteen (13) states where SBC conducts business, including Illinois. The primary responsibility of the SBC Wholesale Marketing Group is to develop and manage wholesale products and services; to support negotiations of local interconnection agreements by all SBC Incumbent Local Exchange Carriers (ILECs), including Ameritech Illinois, with CLECs; to participate in arbitration

proceedings under the Federal Telecom Act of 1996 (FTA); and to guide the ILECs in compliance issues with regard to the FTA and federal and state laws concerning implementation of the FTA.

Q. HAVE YOU PREVIOUSLY TESTIFIED IN REGULATORY PROCEEDINGS?

A. Not as the time of the filing of this testimony.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to support Ameritech Illinois' positions on arbitration issues 1.B.1, 1.B.2 and T.

Issues 1.B.1 and 1.B.2

Q. WHAT IS THE SUBJECT MATTER OF ISSUES 1.B.1 AND 1.B.2?

A. Both of these issues concern terms and conditions relating to advanced telecommunications services. Issue 1.B.1 raises the question whether the term "advanced services" should be defined in the General Terms and Conditions (GT&C) of the parties' agreement, and also concerns how "advanced services" should be defined. Issue 1.B.2 concerns whether or not SCC should be liable for losses that may result from SCC's use of non-standard advanced services (i.e., non-standard DSL) technology.

Q. WHAT ARE AMERITECH ILLINOIS' POSITIONS ON THESE ISSUES?

A. On Issue 1.B.1, Ameritech Illinois believes that the term "advanced services" should be defined in the part of the agreement that deals with advanced services, namely, the DSL Appendix, rather than in the GT&C. In addition, Ameritech Illinois believes that SCC's proposed definition of "advanced services" is flawed in the ways set forth in Ameritech Illinois' Response to SCC's petition for arbitration. On Issue 1.B.2, Ameritech Illinois believes it is reasonable to require SCC to indemnify Ameritech Illinois for any damage, service interruption or degradation that results from SCC deployment of DSL

technologies that are not presumed acceptable for deployment, for the reasons set forth in Ameritech Illinois' Response to the petition.

Q. WHAT IS THE REASON FOR HAVING A SEPARATE DSL APPENDIX?

A. The main reason is to ensure that the terms and conditions specific to DSL are contained in a single part of the contract. This is critical due to the rapidly evolving nature of the technology. Were the terms and conditions specific to DSL scattered throughout the interconnection agreement, it would be very difficult to manage modifications and ensure that the terms and conditions remain consistent.

Q. ARE BOTH OF THE DISPUTED DEFINITIONS, PRESUMED ACCEPTABILITY FOR DEPLOYMENT AND NON-STANDARD DSL TECHNOLOGIES, COVERED IN DETAIL IN THE DSL APPENDIX?

A. Yes. The DSL appendix language covers both of these issues in detail.

Q. WHAT IS THE APPROPRIATE DEFINITION FOR THE TERM "ADVANCED SERVICES"?

A. Ameritech Illinois' proposed language should be adopted. This language is consistent with the definition of advanced services in the SBC/Ameritech merger conditions that have bearing on other appendices.

Q. IS IT APPROPRIATE TO ADDRESS ISSUES SUCH AS THE DEFINITION OF PRESUMED ACCEPTABILITY FOR DEPLOYMENT FOR DSL TECHNOLOGIES IN THE GT&C?

A. No. The requirements for determining whether a particular DSL technology is presumed acceptable for deployment are covered in detail in the DSL appendix. Including additional language in the GT&C could lead to confusion and could result in contradictory language. As the name suggests, the GT&C should contain general definitions that apply to the interconnection agreement as a whole. Where additional clarification specific to a single appendix is necessary, the specific terms should be

contained in the specific appendix. This is precisely the case with presumed acceptability for deployment. The concept of presumed acceptability for deployment is covered in detail in the DSL appendix where it applies.

Q. SHOULD NON-STANDARD DEPLOYMENT OF DSL SERVICES BE MORE CLEARLY DEFINED IN THE GT&C?

- A. No. As explained above, DSL specific terms and conditions are covered explicitly in the DSL appendix. In the case of the non-standard deployment language contained in the GT&C, the definition actually refers to the DSL appendix. The definition of non-standard DSL technologies, as well as the terms and conditions regarding the provision of non-standard DSL technologies belong in the DSL appendix for all of the reasons discussed above.

Issue T

Q. WHAT IS ISSUE T?

- A. The question posed by Issue T is whether the parties' agreement should include Ameritech Illinois' proposed GT&C section 39.4, which provides that upon an end-user's request, Ameritech Illinois may provide services similar to those by SCC directly to the end user.

Q. WHAT IS AMERITECH ILLINOIS' POSITION ON THIS ISSUE?

- A. The proposed language should be included in the agreement. In today's telecommunications marketplace, end-users have the final say as to who will be their provider of services. Ameritech Illinois' contract language merely makes clear that Ameritech Illinois may provide the services that SCC is providing to their end-user. If the end-user is a new customer, then both the ILEC (Ameritech Illinois) and the CLEC (or, in this instance, SCC) have equal ability to market themselves and provide services.

If a given end-user was once a customer of Ameritech Illinois and then became a customer of a CLEC and now wishes to return to Ameritech Illinois, then Ameritech Illinois must have the ability to provide the same services that the CLEC provided to that end-user.

Q. SCC CONTENDS THAT SECTION 39.4 IS ANTI-COMPETITIVE. WHAT IS YOUR RESPONSE?

A. It seems to me that SCC has it backwards. Section 39.4 is pro-competitive, because it makes clear that Ameritech Illinois and SCC can both compete to provide services in the retail market. If, as appears to be the case, SCC is arguing that Ameritech Illinois should not be permitted to compete with SCC, then it is SCC that is taking an anti-competitive position.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.